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## RECENT IMPORTANT DECISIONS.

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ATTORNEY AND CLIENT—LIEN—SETTLEMENT PENDING JUDGMENT.—Defendants, as attorneys-at-law, sued the plaintiff and judgment was announced from the bench for their client. The defendants filed a notice of a lien upon the judgment for services rendered as attorneys-at-law in accordance with the following statute: "An attorney shall have a lien upon a judgment to the extent and value of his service, from the time of filing such lien or claim with the clerk of the court in which such judgment is entered, etc." (Ballinger, Ann. Codes and Statutes, § 4772.) The defendants' client for a consideration of one-fourth of the judgment rendered, acknowledged full satisfaction thereof. The defendants in the course of events now formally entered the judgment obtained for their client and caused execution to issue to the extent of their alleged lien, namely, one-third of the judgment. The plaintiff brings this action to restrain the enforcement of the execution. *Held* (CHADWICK, J., dissenting), that the injunction lies as the attorneys' lien does not attach until the judgment has been formally entered. *Cline Piano Co. v. Sherwood et al.* (1910), — Wash. —, 106 Pac. 742.

"The attorney's lien, in so far as it relates to judgments, may be accurately defined as a right conferred by statute, or recognized by the common law, to have his compensation or costs, or both directly secured by the fruits of the judgment." WEEKS, ATTORNEYS-AT-LAW, Ed. 2, § 368a. The precise question as to the time when the lien of the attorney attaches has been decided in but few cases. *Potter v Mayo*, 3 Me. (3 Greenl.) 34, sustains the court in the principal case; contra, *Young v. Dearborn*, 7 Fost. (N. H.) 324; other cases contain observations tending to support the case under discussion as *Tyler v. Superior Court*, — N. J. —, 73 Atl. 467, and see note to *Andrews v. Morse*, 31 Am. Dec. 572. There seems good reasoning in the dissenting opinion holding that for the purposes of the lien, the oral announcement of the decision by the court is the judgment. The entry is merely a recording of the decision or judgment. There is a vast difference between a judgment and the record of a judgment. *Bronson v. Schulten*, 104 U. S. 410; *Anderson v. Mitchell*, 58 Ind. 592; 1 BLACK, JUDGMENTS, § 157; *Tyler v. Aspinwall*, 73 Conn. 493, 54 L. R. A. 758. Probably the conclusion of the court in the principal case can be sustained upon the wording of the statute involved. In view of the fact that "hard cases make bad law" and the meagre conflicting authority on the disputed point, the position taken in this note is not without proper respect for the opposite view.

BANKRUPTCY—DISCHARGE—LIABILITY ABSOLUTELY OWING.—A bankrupt had entered into a written contract with the plaintiff to purchase a certain number of shares of stock on or before a certain date, at the option of the purchaser. Before the arrival of the date he was adjudged a bankrupt, not having exercised his option to purchase before the time set in the contract. Subsequently the plaintiff commenced an action against the bankrupt for the